

FIRST AMENDMENT/RENEWAL TO CONTRACT
A56-3-03-3

Pursuant to IC 5-22-17-4 and the terms of its Addendum and Subscriber Agreement (collectively referred to as the "**Contract**") dated February 10, 2003 with West Publishing Corporation d/b/a West Group (the "Contractor"), the Office of the Attorney General ("State") and Contractor, by mutual agreement, amend and renew this Contract.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. Paragraph 3.1 is amended to add the special feature entitled Indiana Analytical library.
2. Paragraph 2 ("Term and Termination") is deleted in its entirety and replaced with the following:

"Any provision in the Subscriber Agreement providing that the Agreement will become effective upon approval and acceptance by West is hereby deleted. This Addendum shall become effective on February 1, 2004 and shall continue in effect until January 31, 2005 (the "**Term**"). Notwithstanding the foregoing, this Addendum shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West. The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Addendum, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the Addendum, divestitures or downsizing. In the event the Subscriber does not execute a superceding amendment at least 15 days prior to the end of the Term, West shall bill Subscriber for its **Westlaw** usage, at then-current Schedule A Plan 2 Government Service rates effective on the first day following the end of the Term, continuing thereafter until a superceding Amendment is executed by the parties. This Contract may be renewed under the **same** terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The **term** of the renewed Contract may not be longer than the term of the original Contract."

3. Total amount of this **amendment/renewal** is \$162,816.00. Total remuneration of the Contract is not to exceed \$334,212.00.

All other matters previously agreed to and set forth in the original Contract and not affected by this First **Amendment/Renewal** shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she has been duly authorized by the Contractor to sign this First **Amendment/Renewal** and, that he/she has not, nor has any other employee, representative, agent, or officer of Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this First **Amendment/Renewal**, other than that which appears upon the face hereof.

IN WITNESS WHEREOF, Contractor and the State have, through duly authorized representatives, entered into this First **Amendment/Renewal**. The parties having read and understand the foregoing terms of the First **Amendment/Renewal** do by their respective signatures dated below hereby agree to the terms thereof.

West Publishing Corporation

Office of the Indiana Attorney General

By: [Signature]

By: [Signature]

Title: Asst. Business Analyst

Title: C.E.O.

Date: 30 January 2004

Date: 1-30-04

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

STATE BUDGET AGENCY

By: [Signature] (for)
Charles Martindale,
Commissioner

By: [Signature] (for)
Marilyn Schultz,
State Budget Director

Date: 2/9/04

Date: 2-11-04

APPROVED AS TO FORM AND
LEGALITY:

By: [Signature] (for)
Stephen Carter,
Attorney General of Indiana

Date: 2-13-04



Exhibit 1

Indiana Analytical Library

Indiana Law Encyclopedia

Indiana Practice

Indiana Practice Series: Civil Trial Practice

Indiana Practice Series: Courtroom Handbook on Indiana Evidence

Indiana Practice Series: Evidence

Indiana Practice Series: Personal Injury Law and Practice

Indiana Practice Series: Procedural Forms with Practice Commentary

Indiana Practice Series: Rules of Procedure Annotated

Westlaw.

ADDENDUM TO WESTLAW® SUBSCRIBER AGREEMENT

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and West Publishing Corporation, dba West Group ("West"). The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Subscriber Agreement prepared by West (the "Subscriber Agreement"). The Subscriber Agreement is incorporated fully into this Addendum. Any inconsistency, conflict, or ambiguity between this Addendum and the Subscriber Agreement shall be resolved by giving precedence and effect to this Addendum.

1. **Effect of Addendum.** The underlying Westlaw® Subscriber Agreement, including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As so amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum embodies the entire understanding between the parties with respect to the subject matter of this Addendum and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

2. **Term and Termination.** Any provision in the Subscriber Agreement providing that the Agreement will become effective upon approval and acceptance by West is hereby deleted. This Addendum shall become effective on February 1, 2003 and shall continue in effect until January 31, 2004 (the "Term"). Notwithstanding the foregoing, this Addendum shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West. The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Addendum, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the Addendum, divestitures or downsizing. In the event Subscriber does not execute a superceding amendment at least 15 days prior to the end of the Term, West shall bill Subscriber for its Westlaw usage, at then-current Schedule A Plan 2 Government Service rates effective on the first day following the end of the Term, continuing thereafter until a superceding Amendment is executed by the parties.

3. **Special Offer.**

3.1 For each month during the Term, Subscriber shall guarantee minimum monthly Westlaw Charges of \$14,283 for unlimited Westlaw access ("Monthly Guarantee"). Subscriber shall pay the Monthly Guarantee, regardless of actual Westlaw usage.

3.2 Except as provided in paragraph 3.3 herein, all charges associated with the use of the following databases, Features and services shall be included in the Monthly Guarantee:

- Combination Databases
- Westlaw Standard Databases
- Allfile Databases
- Super Allfile Databases
- Highlights Databases
- Basic Databases
- Premium Databases
- Multi-Search Databases
- DJI on Westlaw Databases
- ALR Database
- AmJur 2d Databases (excluding Proof of Facts, and Trials)
- StateNet Databases
- Domestic Communications
- Search
- Online Citation Checking
- FIND
- QUOTE
- Offline Transmission
- Offline Automated Citation Checking (via WESTCheck and including QuoteRight)
- Alert Services (WESTClip and KeyCite Alert)
- Images
- Monthly Subscription Charges

3.3 All charges associated with the use of the following databases, Features and services (as part of all database classifications) shall NOT be included in the Monthly Guarantee and shall be billed in addition to the Monthly Guarantee ("Excluded Charges"):

- Alert Services (WESTClip and KeyCite Alert continuous frequency)
- BNA Databases
- Dun & Bradstreet products, Credit Bureau Header, product surcharges and document delivery services
- Company Profiles Database

- **DIALOG on Westlaw Databases**
- **Dossier Databases**
- **Enflex Databases**
- **PDF Charges (including, but not limited to Investext, Attorney Medical Advantage and Patent Image)**
- **PeopleCite Databases**
- **Premier Databases**
- **Specialty Databases**
- **WestDockets**
- **West Reporter Images**

3.4 West will issue to Subscriber 10 additional Westlaw passwords. The passwords will provide Subscriber with transparent authentication access to Public Records Databases and Services (including EDGAR, Disclosure Company Index, Law Bulletin Company Illinois Public Records and Westlaw Public Records Databases and Services) via the Frameless Database feature of Westlaw Intranet Solutions. Such passwords will not be assigned to individual users of Subscriber. All access to and use of Public Records Databases and Features will be included in the Monthly Guarantee; provided, however, all access to and use of the following Westlaw Public Records Databases and Services will be considered Excluded Charges: Dun & Bradstreet products, Credit Bureau Header, product surcharges and document delivery services. All access to and use of Public Records Databases and Services by means of the individual passwords issued to Subscriber will be blocked.

3.5 West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Addendum.

4. **Support and Training.** Subscriber agrees to actively promote the effective use of Westlaw during the Term. To this end, Subscriber (with the support of West) will work toward establishing programs encouraging effective use of Westlaw, including, at a minimum:

- (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate personnel;
- (b) additional ongoing programs presented by West and supported by Subscriber to update and train all appropriate personnel to enhance their understanding and use of Westlaw; and
- (c) the periodic distribution of memos or other communications by Subscriber to all personnel encouraging effective use of Westlaw.

5. **Confidentiality.** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Addendum, or (ii) regards my dealings or negotiations between the parties relating to this Addendum. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

6. **Governing Law and Venue.** All references in the Subscriber Agreement are hereby deleted and replaced by the following: The Subscriber Agreement and all amendments thereto shall be construed in accordance with, and governed by, the laws of the State of Indiana, and suit, if any, must be brought in the State of Indiana.

7. **Taxes.** The State of Indiana is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on West as a result of the Subscriber Agreement and any amendments thereto.

8. **Registration to Do Business in Indiana.** West certifies that as a non-domestic entity, it is registered or is in the process of registering with the Indiana Secretary of State to do business in Indiana.

9. **Funding Cancellation.** When the director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

10. **Drug-Free Workplace.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this Contract

is expressly **subject** to the **terms, conditions, and representations** of the following certification:

This **certification** is required by Executive Order No. 90-5, April 12, 1990, issued by the **Governor** of Indiana. Pursuant to its **delegated** authority, the **Indiana Department of Administration** is requiring the **inclusion** of this **certification** in all **contracts and grants** from the **State of Indiana** in excess of **\$25,000.00**. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which **exceeds \$25,000.00**, shall be **valid, unless and until this certification has been fully executed by Contractor and made a part of the contract or agreement as part of the contract documents.**

The Contractor **certifies and agrees** that it will provide a **drug-free workplace** by:

- A. Publishing and providing to all of its employees a **statement** notifying employees that the **unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited** in the Contractor's **workplace** and specifying the actions that will be **taken against employees** for violations of such **prohibition**;
- B. Establishing a **drug-free awareness program** to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) Contractor's policy of maintaining a drug-free workplace; (3) any **available drug consulting, rehabilitation, and employee assistance programs**; and (4) the **penalties** that may be imposed upon an employee for drug abuse violations **occurring in the workplace**;
- C. Notifying all employees in the **statement** required by subparagraph (A) above that as a **condition** of continued employment, the employee will (1) **abide** by the terms of the **statement**; and (2) notify the Contractor of any **criminal drug statute conviction** for a violation occurring in the workplace no later than **ten (10) days** after such conviction;
- D. Notifying in **writing** the **State** within **ten (10) days** after receiving notice **from an employee under subdivision (C)(2)** above, or **otherwise receiving** actual notice of such conviction.
- E. Within **thirty (30) days** after receiving notice under **subdivision (C)(2)** above of a conviction, imposing the following **sanctions or remedial measures** on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking **appropriate personnel action** against the employee, up to and including termination; or (2) **requiring** such employee to **satisfactorily** participate in a **drug abuse assistance or rehabilitation** program approved for such **purposes** by a federal, state or local health, law enforcement, or other appropriate **agency**; and

F. Making a good faith effort to maintain a **drug-free workplace through the implementation** of subparagraphs (A) through (E) above.

11. Nondiscrimination

Pursuant to IC 22-9-1-10 and the **Civil Rights Act** of 1964, West shall not **discriminate** against any **employee** or applicant for employment in the **performance** of this Contract, West shall not **discriminate** with respect to the **hire, tenure, terms, conditions or privileges of employment** or any matter directly or indirectly related to **employment**, because of race, color, religion, sex, disability, national origin or **ancestry**. Breach of this **covenant may** be regarded as a material breach of **Contract**. West's **execution** of this **Contract** also signifies **compliance** with applicable federal laws, regulations, and **executive orders prohibiting discrimination** in the provision of services based on race, color, national origin, age, sex, disability or status as a **veteran**.

12. Non-Collusion and Acceptance

The undersigned attests, **subject** to the penalties for perjury, that he/she is the representative, agent, or officer of **West**, that he/she has not, nor has any other, **employee, representative, agent or officer of West, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract,**

WEST PUBLISHING CORPORATION

By [Signature]Title Business AnalystDate 27 January 2003

Business Analyst Verification

SUBSCRIBER

By (signature) [Signature]Name (please print) Gary Damon SecrestTitle Chief CounselDate 1-27-03Firm Name Indiana Attorney General's Off.Subscriber's Address IGCS, 5th fl., 302 W. Wash.St., Indpls, IN 46204Contact Name Gary SecrestTelephone Number (317) 232-6315

Approved by:

State Budget Agency

By: [Signature]
Marilyn DirectorDate: 2-10-03

Approved by:

Department of Administration

By: [Signature]
David Perlman, CommissionerDate: 2/7/03

Approved as to Form and Legality

[Signature] (for)
Stephen Carter, Attorney General

This offer expires January 27, 2003

This Addendum, executed by Subscriber, must be received by West in St. Paul, Minnesota at least 5 business days prior to the effective date of this Addendum.

REG
1/13/03

Special Offer Billing Options

Must be Completed and Returned with Contract for Processing

UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER FIRM/ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

_____ **Alternative #1**

Firm/Organization will receive one combined monthly invoice and a copy of each participating account's location usage reports mailed to the Payer account office. In addition, each participating account will receive a copy of its own location usage reports,

_____ **Alternative #2**

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

_____ **Alternative #3**

An invoice and location wage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location,

Mail to Account: _____

PLEASE NOTE: THESE BILLING ARRANGEMENTS DO NOT AFFECT QUICKVIEW+.

Westlaw® Subscriber Agreement

Westlaw.

AGREEMENT entered into between _____ ("Subscriber") and WEST GROUP (West) regarding Westlaw, its computer assisted legal research service, as follows:

1. License.

a. **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available on Westlaw ("Data," which includes "Downloaded Data" as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraphs 2 through 5 or subject to "Additional Terms" (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts.

b. **Limitations.** Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the "Additional Terms", as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

c. **Rights in Data.** Except for the license granted in this Agreement, all rights, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors").

d. **Additional Terms and Conditions.** Certain Features are governed by terms and conditions, including charges, which are different from those set forth in this Agreement ("Additional Terms"). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Subscriber notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

2. **West Proprietary Data.** Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of the Subscriber Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West Group copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

3. **West Legal Directory™.** Subscriber may use Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

4. **Public Records Databases.** Public records databases consist of third party public records databases and filings as identified in the Westlaw Directory ("Public Records Databases"). Subscriber shall not use Public Records Databases in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation, including without limitation the Fair Credit Reporting Act (15 U.S.C.A. § 1681 et seq.). Subscriber certifies that it will not use any credit information obtained by it from Public Records Databases as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for governmental licenses.

5. Dow Jones Interactive® on Westlaw.

a. **License.** Dow Jones Interactive ("DJI") on Westlaw is the property of Dow Jones Reuters Business Interactive LLC ("Factiva") and its licensors. Subscriber's access and use of DJI on Westlaw is governed by the terms and conditions of the Subscriber Agreement including this paragraph. DJI on Westlaw Databases are subject to Additional Terms (as defined above) as set forth in the Scope screen for each DJI on Westlaw Database. Data and information made available on DJI on Westlaw ("Factiva Data") may be accessed and used solely by Subscriber's employees who are members of the "Legal Market" as defined below ("Permitted Users") for their individual use. Factiva Data may be manipulated, analyzed, reformatted, printed and displayed by a Permitted User on his or her terminal solely in the course of Subscriber's legal, tax, accounting, compliance and related research and work. Subscriber may not, and may not allow any Permitted User to edit, store, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast or circulate Factiva Data, except that Permitted Users may, on an occasional and infrequent basis, store or include an individual article or part thereof in internal reports and in reports, specifically including briefs, court opinions and related legal documents, to customers or in response to their inquiries, provided that such Factiva Data is attributed, where applicable, to the original publisher of the Factiva Data and includes all copyright or other proprietary rights notices, and provided that such dissemination is limited and not intended as a substitute for paying for additional Permitted Users. In no event may the Factiva Data be stored by Permitted Users in order to create their own Factiva Data research application or as an alternative to licensing and paying for the Factiva Data through Westlaw.

b. **Legal Market.** "Legal Market" means (i) all lawyers, paralegals and support personnel in law firms, legal research firms and in legal departments of enterprises and entities, including but not limited to corporations, businesses, universities, foundations and associations; (ii) all persons who support, enforce, administer, study, create or counsel with regard to the law in executive, legislative and judicial branches of federal, state and local governments of any country or international authority; (iii) tax and accounting professionals and related support staff in accounting, employee benefits, actuarial and tax consulting firms and tax and accounting departments of corporations (but not including those employees who engage in the buying and selling of negotiable financial instruments for such firms or corporations or their customers' accounts); (iv) all faculty, students and support staff in law, tax and accounting schools; (v) compliance professionals within an enterprise with legal, regulatory, compliance, audit or similar responsibilities who need, in addition to legal research information, general business news and information, including information on particular topical market niche such as insurance, bankruptcy, environment and the like; and (vi) bar associations or other associations of legal providers. Subscriber may not permit access, use or redistribution of Factiva Data by or to any person or entity which is not a member of the Legal Market (including third parties and employees of Subscriber who are not members of the Legal Market).

6. **Charges and Modification of Charges.** Charges payable by Subscriber for access to Westlaw ("Westlaw Charges") will commence on the date West processes Subscriber's order. Westlaw Charges will be as stated in the Schedule A Price Plan elected by Subscriber or as otherwise agreed upon in writing by the parties. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.

7. Westlaw Software and westlaw.com™.

a. **Westlaw Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the Agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

b. **westlaw.com.** westlaw.com is an Internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components

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8. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, WESTLAW, FEATURES, DATA (INCLUDING FACTIVA DATA), SOFTWARE AND WESTLAW.COM ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF WESTLAW CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY). THE SOFTWARE OR WESTLAW.COM, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) ARISING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, OR (ii) ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA (SPECIFICALLY INCLUDING FACTIVA DATA); (iii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, DIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTLAW, FEATURES DATA, SOFTWARE OR WESTLAW.COM. EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iv) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. SPECIFICALLY INCLUDING FACTIVA DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. SUBSCRIBER ALSO ACKNOWLEDGES THAT FACTIVA DATA MAY INCLUDE VIEWS, OPINIONS AND RECOMMENDATIONS OF INDIVIDUALS OR ORGANIZATIONS WHOSE THOUGHTS ARE DEEMED OF INTEREST, AND THAT WEST AND FACTIVA DO NOT ENDORSE SUCH VIEWS, GIVE INVESTMENT, TAX OR LEGAL ADVICE, OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL. SUBSCRIBER AGREES THAT PROVISION OF WESTLAW ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE UNADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

9. Responsibility for Certain Matters. Subscriber may access Westlaw from a dial-up Subscriber location upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Westlaw, including Features, Software and westbw.com by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

10. Limitation of Claims. Except for claims relating to Westlaw Charges or improper use of Westlaw, Features, Software or westlaw.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made. Such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party; provided, however, that this Agreement may not be terminated prior to one year after the date Subscriber first accesses Westlaw. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber

if Subscriber commits a material breach of any obligation to West under any other agreement between the parties, (ii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 1(d) and 12) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; and (iii) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

12. Effect of Agreement. This Agreement (which includes all current and future Schedules, Additional Terms and license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

13. Force Majeure. West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

15. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or legal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

SUBSCRIBER

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

Sales Representative _____

Westlaw PASSWORDS (optional)

• If you need to list additional names, please attach a list.

NAME	PASSWORD		
Please Print (last, first)	ISSUE	YES	NO

Contact: _____

E-mail address for Westlaw password delivery: _____
